



CITY OF DULUTH INVITATION TO BID Timber Harvesting

BID NUMBER: 15-05AF

BID OPENING: SEPTEMBER 17, 2015 AT 2:00 PM

PROJECT DESCRIPTION: TIMBER HARVEST AT HARTLEY PARK

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Bidder must state in their proposal if bid price is based on acceptance of the total order. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days. Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids.

The City of Duluth is accepting bids for timber located in designated areas within the Hartley Park boundaries located in Sections 2, 3, 10, & 11, T50N, R14W, City of Duluth Township, St. Louis County, MN. Areas to be harvested include (also see the Harvesting map): four (4) pine stands approximately (~) 10 ac each removing ~1/4 of the thickest stand to ~1/3 of the other stands and designated areas in the Aspen type yet to be determined (TBD) and in the vicinity of the pine stands harvesting ~8-14 scattered, semi-circular, ~½ acre patches for natural enhancement and future restoration projects. Currently these harvest areas are not marked and we will work with the successful bidder on the specific harvesting details. Residual harvesting slash will need to be chipped or mulched and removed from the harvest and landing sites. Scattered residual slash may be left untreated on site with direction from the Seller's Agent.

This sale can be harvested in the summer or fall under stable and dry soil conditions. Tischer Creek is a designated trout stream and may require a permit to cross (for more information regarding stream crossing options, contact kirstin.stutzman@state.mn.us). Harvesting cannot begin until November 15, 2015 and all timber must be cut and removed by March 30, 2017; there are no timber sale contract extensions available due to the nature of this project. A sample of the proposed Timber Sale Contract and Harvesting Specifications & Map are attached. Jan Bernu, doing business as Two By Forestry, is serving as a consultant and Seller's Agent. The City, guided by the Seller's Agent, will monitor the harvesting guidelines for this sale. Proof of MN Logger Education Program (MLEP) Master Logger certification is required. Due to the nature and location of this project, communication with the Public will be crucial and will be required at all steps of the Timber Sale.

Please read the draft contract carefully. Any objections or requested changes must be noted by submitting a red-lined copy with your bid. Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation. The selected contractor will be issued a contract (draft attached). Notice to Proceed will be issued once the agreement is fully executed. The following documents are included in this solicitation:

1. INVITATION TO BID
2. GENERAL SALE INFORMATION
3. BID FORM
4. ADDITIONAL REQUIRED INFORMATION

5. DRAFT CONTRACT
6. GENERAL HARVESTING SPECIFICATIONS & MAP
7. AFFIDAVIT OF NON-COLLUSION

HARTLEY PARK GENERAL SALE INFORMATION (also see Harvesting Specifications & Map)
Approximate (~) Sale Acres: 45; ~ 40 acres of pine (red and jack) with spruce & ~5 acres of mixed hardwoods (mainly aspen with miscellaneous species)

All timber must be cut & removed by March 30, 2017; there are no timber sale contract extensions available due to the nature of this project.

Time of Year: summer or fall harvest must be on dry, stable soil conditions or frozen and may commence from November 15, 2015 through March 30 of 2016. During late summer and fall, especially during drought conditions, DNR-Forestry bark beetle guidelines will apply as needed and determined by the Seller's agent.

Total Volume Estimate (not guaranteed): ~1,000 cords (cd); Red Pine – 595 cd; Jack Pine – 149 cd; Spruce – 100 cd; Aspen - 145 cd; Paper Birch - 20 cd; Miscellaneous Chips; potential timber products may include firewood, pulpwood, sawbolts/logs, telephone poles, and chips.

Timber will be sold on appraised volume (SOAV): No additional scaling of timber or harvested wood will be required. Processing and utilization of the harvested wood products is left to the Buyer's/Purchaser's discretion.

Harvest Areas & Species include the following:

Four (4) ~10 acre stands of pine (red and jack) with spruce; first thinnings removing ~1/4 to 1/3 of each stand as designated; the site objectives are to enhance tree growth and stand/forest health and also to decrease the risk of pine bark beetle infestations resulting from overcrowded and stressed pine trees.

~Eight (8) to fourteen (14) scattered semi-circular areas of mixed hardwoods (mainly aspen) in the Aspen type; located in the vicinity of the pine stands as designated; ~1/2 acre patches; the site objectives are to naturally regenerate a diversity of species in these areas in order to enhance forest health and wildlife habitat and woodland diversity and also to create areas for the restorative planting of suitable native species. As possible, existing white pine, yellow birch, sugar maple, and oak will be reserved although some trees may be cut as needed for access or to meet site objectives. The harvest areas are not currently marked and the Seller and Seller's Agent will work with the successful Buyer/Purchaser on the specific stand thinning and harvesting details.

Timber Sale Boundaries are the Red Pine (RP) stands and as designated in the Aspen (A) type. Designated property lines represent actual surveyed property lines.

Access, Skid Trails & Landing Area(s): access road(s) and recreational trails used during the harvest must be left in existing condition upon completion of this harvest unless otherwise designated by the Seller. See attached map for Seller's preferred routes and landing areas, specific locations to be determined prior to onset of work.

Slash: Buyer/Purchaser will be required to remove as much residual harvesting slash from the harvesting and landing areas as possible. Scattered residual slash may be left untreated on site with direction from the Seller's Agent. Slash will need to be chipped or mulched and hauled off site unless otherwise designated by the Seller's Agent.

Stumps: Cut stumps as low as operationally possible; a ≤ 3 " stump height is preferred, especially along active recreational trail routes.

Tischer Creek: A designated trout stream flowing through the property, may require a permit depending

on the type of crossing that is necessary – contact DNR-Waters for information
kirstin.stutzman@state.mn.us.

Safety: Due to the high volume of public use of this park, the Buyer/Purchaser will work with Seller to determine best method(s) to ensure public safety in the active harvest area(s). Seller will work closely with the successful Buyer/Purchaser to create and implement a coordinated safety and communication plan.

15-05AF CITY OF DULUTH TIMBER HARVESTING BID FORM

TOTAL AMOUNT BID for an estimated 1000 cords of various tree species and wood products

\$ _____

NOTE: All timber is sold on appraised volume (SOAV). No additional scaling of timber or harvested wood will be required. Processing and utilization of the harvested wood products will be left to the Buyer's/Purchaser's discretion. Seller requests a good faith attempt at finding a buyer for marketable products other than chips only.

The acreages, timber volumes and timber products indicated in this contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality, or volume of marked or otherwise designated timber or forest products on the sale area. All timber species and products designated for cutting within the harvest areas shall be removed according to the specifications.

BIDS MUST BE SIGNED BY AN OFFICIAL AUTHORIZED TO BIND THE COMPANY TO THE BID PROVISIONS:

Signature _____

Date _____

Name/Title _____

Company Name _____

Address _____

Phone _____

Email _____

ADDITIONAL INFORMATION REQUIRED FOR BID

Price may not be the only consideration for award. The following information must be submitted with your bid. Failure to include this information will result in your bid being rejected:

Two references – one from a public agency and one from a private landowner:

Public Agency Reference include name, title, address, phone #

Private Landowner Reference include name, address, phone #; location of the harvest

Two easily road-accessible, viewable private land work sites, preferably within a 45 mile distance from the City of Duluth. One site must be a Logger Select pine stand; one site must be a Row Thinning of a pine stand.

Legal Description and Directions to Site 1 – public or private

Legal Description and Directions to Site 2 – public or private

Provide the number of years of professional logging experience in thinning pine stands _____

Provide the number of years of professional logging experience in selectively thinning pine stands using an "operator select" method _____

Provide a map with your proposed preferred and any alternative access routes, skid trails and landing areas.

If you are a procurement forester or wood broker, list logger(s) who will harvest this sale.

Provide the number of years under the MN Master Logger Certification program (MMLC) _____

Provide your MMLC # _____

DRAFT CONTRACT

TERMS AND CONDITIONS

FOR AND IN CONSIDERATION of the following terms and conditions the Seller and the Purchaser mutually agree:

1. DEFINITIONS

“*Purchaser*” shall mean the corporation, company, partnership, firm, or individual named and designated as a party to this Contract for the performance of the work.

“*Seller*” shall mean City of Duluth.

“*Seller’s Agent*” shall mean Two by Forestry.

“*Amendment*” shall mean the process to change or modify the Contract in anyway.

“*Addendum*” shall mean the process of something that is added or is to be added to the Contract.

“*Timber*” shall mean trees that will produce forest products of value whether standing or down, and including but not limited to logs, posts, poles, bolts, pulpwood, cordwood, lumber and decorative material.

“*Cord*” shall be defined as 128 cubic feet of wood, air, and bark with careful piling. “*Scribner Decimal C Log Scale*” shall mean the scale measurement for saw timber.

“*Sold On Appraised Volume Estimate (SOAV)*” shall mean or referred to as a lump sum sale in which the Seller may sell timber based on appraisal without scaling.

“*Informal Sales*” shall mean a small amount of timber not exceeding \$3,000 in appraised value, and not sold for less than full appraised value at a private sale.

“*The work*” shall mean the equipment, supplies, materials, labor and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.

“*State Approved Consumer*” is determined by Minnesota Department of Natural Resources (MN DNR). The words “*approved*”, “*reasonable*”, “*suitable*”, “*acceptable*”, “*proper*”, “*satisfactory*”, or words of like effect and significance, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Seller.

Whenever in this contract document the expression “*it is understood and agreed*” or an expression of like significance is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.

2. GOVERNING LAWS

This contract shall be governed by and interpreted according to the laws of the State of Minnesota. The Purchaser shall at all times comply with all applicable laws and regulations in effect during the contract period.

3. SCOPE AND INTENT OF CONTRACT DOCUMENTS

Should anything necessary for a clear understanding of the work be omitted from the Contract Documents, or should the requirements appear to be in conflict, the Purchaser shall secure written instructions from the Seller before proceeding with the work affected thereby.

4. COMMENCEMENT OF CONTRACT

Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties, a down payment is made in the amount of 25% of the bid price, and the required certificate of insurance is submitted to Seller. A Notice to Proceed will be issued.

5. TERMINATION

If Purchaser terminates with or without cause, upon written notice, the Purchaser shall cease all

operations on and immediately leave, and not return to, the Seller's property unless otherwise approved by the Seller. If Seller terminates without cause, any payment for which timber is not harvested or removed will be returned to the Purchaser.

6. PAYMENTS

50% of the bid price is due at the signing of this Contract; the balance will be in full prior to any timber harvesting.

All payments will be made out to the Seller and all payments/checks and any other information pertaining to said sale will be sent to:

**City of Duluth
Treasurer's Office – Room 105
411 West 1 St
Duluth, MN 55802**

Failure to complete the requirements of this Contract within the time allotted will result in the Buyer's/Purchaser's forfeiture of all payments and the contract.

7. REMEDIES

If timber or other forest products not specifically sold in this Contract or designated by the Seller for cutting are cut, unreasonably damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful cutting, unreasonable damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property, in addition to any Contract remedies for breach. If Purchaser fails to pay or perform any obligations under the Contract, any other contracts between these parties will be denied until all pending obligations are satisfied.

8. PRODUCTS TO BE REMOVED

Title to timber and any forest products sold under this Contract shall remain with the Seller until full or block payment for timber is received. All cut products, buildings, and equipment not removed from the sale tract within 90 days after Contract expiration or at the end of the storage period granted by the Seller shall become property of the Seller.

9. SCALING PROCEDURE: This project has an alternative for scaling. The species and products involved are sold-on-appraised-volume (SOAV). All species and timber products involved in this contract are SOAV. No additional scaling of timber or harvested wood will be required. Processing and utilization of the harvested wood products is left to the Buyer's/Purchaser's discretion.

10. IDENTIFICATION OF TIMBER

All loads of timber in transit shall be identified with City of Duluth file number "15-05AF". The hauler, as an agent of Purchaser, shall accurately identify the load (use of dark paint, ink or crayon to mark each side of the load at least (4) inches in height) as such at consumer scaling points and in response to any inquiries by public officials. Failure to comply with this provision may result in criminal charges being filed under Minnesota Statute 609.52 (theft) or a monetary penalty as approved by the Seller.

11. HARVEST COMPLETION

The Purchaser agrees to complete all operations by March 30, 2017; there are no Contract extensions available due to the nature of this project.

12. FOREST FIRE PREVENTION OR SITE PROTECTION

The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires.

If a fire occurs, the Purchaser agrees to promptly report the fire and cooperate in the control and suppression of the fire.

The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and takes all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.

The Purchaser may be responsible for damage and forest fire suppression costs caused by their operation under this Contract.

Logging operations must have a main spill kit available on the landing as well as spill cleanup materials in all pieces of equipment on site. The **Main Landing Spill** kit that must be on site at all times should include:

- Absorbent material and pads;
- Assorted plugs or putty.
- No smoking Sign;
- Duct Tape;
- Water Boom;
- Wooden plugs or putty; and
- Easy access on the site to a shovel, screwdriver and tools, and pail or pails to contain spill contaminated materials.

13. CLEAN UP AND USE OF SALE AREA

The Purchaser shall remove equipment, tools, solid waste and trash remaining on the sale area or Seller's property or adjoining land used in conjunction with the harvest upon completion of performance under this Contract, termination of this Contract by the Purchaser or when requested by the Seller. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.

14. HAZARDOUS MATERIALS

The Purchaser agrees to properly use and dispose of all petroleum, synthetic and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel and diesel fuel. Purchaser shall notify the Seller and the MPCA of all releases of reportable spilled quantities of hazardous substances on or in the vicinity of the sale area that are caused by Purchaser's employees, agents, contractors, sub-contractors or its employees or agents, directly or indirectly as a result of Purchaser's operations. Purchaser will take whatever initial action to contain all spills or releases. Removal and clean up will be the responsibility of the Purchaser in accordance with applicable statutes and rules of the State of Minnesota.

15. TITLE AND BOUNDARY LINES

The Seller guarantees title to the timber and to defend it against any and all claims and to have the boundaries marked with paint or other suitable means before any timber is harvested.

16. ACCESS

The Purchaser is responsible for repairs for any and all damages to roads and trails used to access the site. All roads and trails must be returned to their original condition.

17. INDEMNIFICATION

The Purchaser will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matters covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition Purchaser will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

18. INSURANCE

- A. Purchaser shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Purchaser and City from all liability described in Paragraph 6 above, subject to provisions below.
- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Purchaser may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Purchaser shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Purchaser to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*
 - (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (5) The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms – 1) SO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.
- B. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Purchaser, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- C. Certificates showing that Purchaser is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- D. Purchaser shall be required to provide insurance meeting the requirements of this Section 18 unless

Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Purchaser demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

19. GENERAL TERMS AND CONDITIONS

- A. The Purchaser is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller reserves the right to inspect the job site for the purpose of ensuring compliance with the performance specifications established under this Contract. The Seller takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or its employees. The Seller further agrees to exercise no control over the selection and dismissal of the Purchaser's employees.
- B. This Contract may not be assigned without written approval from the Seller.
- C. The Purchaser must inform the Seller of any subcontractor(s) performing work on this contract before subcontractor(s) begin work and the Purchaser shall be responsible for the performance of all subcontractor(s). Purchaser will ensure that:
- They, their employees and their sub-contractors have all necessary permits, approvals, or certifications required by law to conduct or support the work activities on site;
 - Copies of City of Duluth work instructions, the timber sale contract and map(s) are available to employees at the work site at all times;
 - Their employees and any sub-contractors working on the site, will be trained on City of Duluth work instructions that apply to their work activities;
 - The timber sale contract and map(s) will be reviewed with Purchasers employees and any sub-contractors working on the site prior to commencement of work on the site; and
 - Compliance with "Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines".
- D. This Contract, as well as reference to parts, exhibits, and attachments, shall constitute the entire agreement. Any amendments or addendums of the Contract shall be in writing, signed and dated by both parties.
- E. During the term of the Contract, Purchaser shall bear risk of loss or injury, including liability for loss occurring from natural causes, acts of God, or human acts, including negligence, vandalism, trespass, or theft, for all timber products and species. Purchaser shall be responsible for obtaining insurance or self-insuring against risk of loss for the value of the sale.
- F. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS.** Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 525 S. Lake Ave., Ste 300 Duluth, MN 55802, 218-733-7830

SELLER

By: _____
Purchasing Agent

Date: _____

PURCHASER

By: _____
Name

Company

Date: _____

HARTLEY PARK HARVESTING GUIDELINES

Pine/Conifer Stands: Row or Selective Thinning; thin ~1/4 to 1/3 of the red and jack pine and spruce trees in each stand as designated on the Harvest Map; reserve the area adjacent to Woodland Avenue and areas of white pine from harvesting; the site objectives are to enhance tree growth and stand/forest health and also to decrease the risk of pine bark beetle infestations resulting from overcrowded and stressed pine trees.

Aspen Stands: Group Selection-Wildlife Enhancement & Restoration Harvests ; ~eight (8) to fourteen (14) scattered semi-circular ~1/2 acre patches; harvest an ~80' radius around the painted and flagged center tree (TBD); reserve the center tree and scattered designated trees as possible; harvest all designated merchantable timber and run over un-merchantable stems within each harvest area or as designated by the Seller's Agent; the site objectives are to naturally regenerate a diversity of species within these areas in order to enhance forest health and wildlife habitat and woodland diversity and also to create areas for restoration plantings of suitable native species.

The harvest areas are not currently marked and we will work with the successful Buyer/Purchaser on the specific stand thinning and harvesting details.

Reserve existing white pine, yellow birch, sugar maple, and oak as operationally possible.

Slash: Remove as much residual harvesting slash from the harvesting and landing areas as possible; scattered residual slash may be left untreated on site. Slash will need to be chipped or mulched and hauled off site unless otherwise designated by the Seller's Agent.

Stumps: Cut stumps as low as possible and leave stumps no higher than the diameter of the harvested tree (diameter is measured at 4½' above the ground/DBH); as operationally possible, a ≤3" stump height is preferred, especially along active trail routes.

Access Roads and Recreational Trails: Roads/trails used during the harvest must be left in existing condition upon completion of this harvest.

Forest Management Guidelines (FMGs): FMGs shall be observed by the Buyer/Purchaser including but not limited to and as directed by city staff and Hartley Nature Center:

Minimize the number of new landings and haul roads to no more than ~1-3% of the harvest area and to no more than ~3-4 total landings preferably each <1 acre in size. Locate landings and roads on stable, upland ground and not in or near wetlands or in filter strips or along the open water bodies.

Minimize the number of skid trails needed and locate, construct and maintain them to minimize site damage. Limit primary skid trails to no more than ~10-15% of the harvest area and secondary trails (1-2 pass trails) to no more than an additional ~20-30% of the harvest area. Avoid equipment operation on slopes steeper than 50% and skid low on or across slopes.

Minimize rutting to no more than ~6" deep and approximately ≤1% of the harvest area; use alternative operating techniques as needed. If excessive rutting (>6" deep and 300' in length) occurs, cease all operations until soil conditions are favorable/ stable and dry or frozen.

Existing streams are designated trout streams. Maintain a 50' no cut buffer along the creek and an additional average 115' (165' total) light selectively cut buffer along the stream. Note: Existing streams are designated trout streams and are protected with a buffer. Designated cultural resources will be

avoided. Other deviations from the BMPs/FMGs are due to Seller's specific management objectives.

If harvesting occurs in the red pine stands during summer and fall, especially during drought conditions, MN DNR-Forestry bark beetle guidelines will apply as needed and determined by the Seller's Agent. Seller requests that Best Management Practices pertaining to movement of invasive terrestrial plants as set out by the MN DNR guidelines is followed.

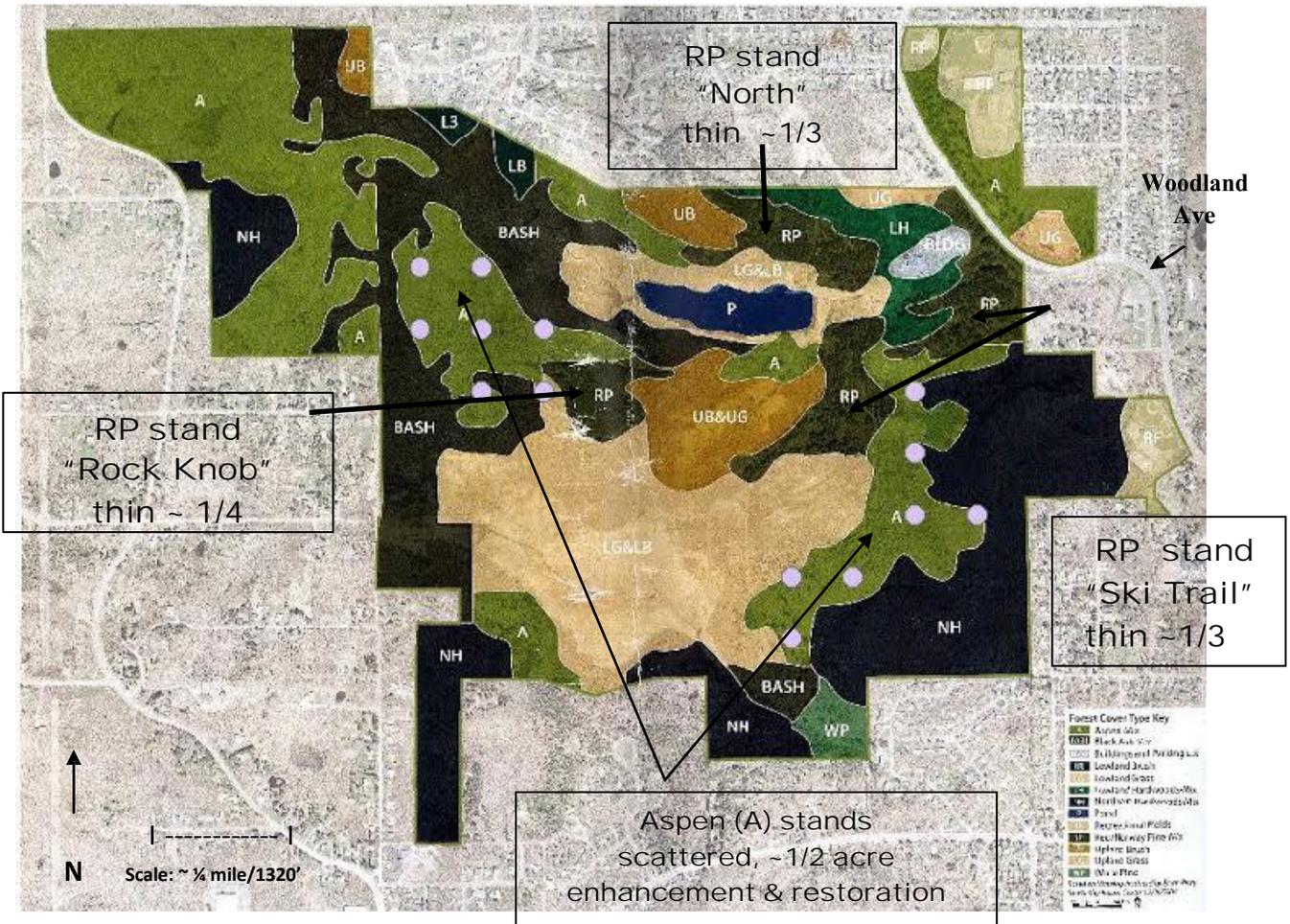
HARTLEY PARK HARVEST MAP

Pine/Conifer Stands: Row or Selective Thinning; thin $\sim 1/4$ to $1/3$ of the red and jack pine and spruce trees in each stand as designated on the Harvest Map; reserve the area adjacent to Woodland Avenue and areas of white pine from harvesting; the site objectives are to enhance tree growth and stand/forest health and also to decrease the risk of pine bark beetle infestations resulting from overcrowded and stressed pine trees.

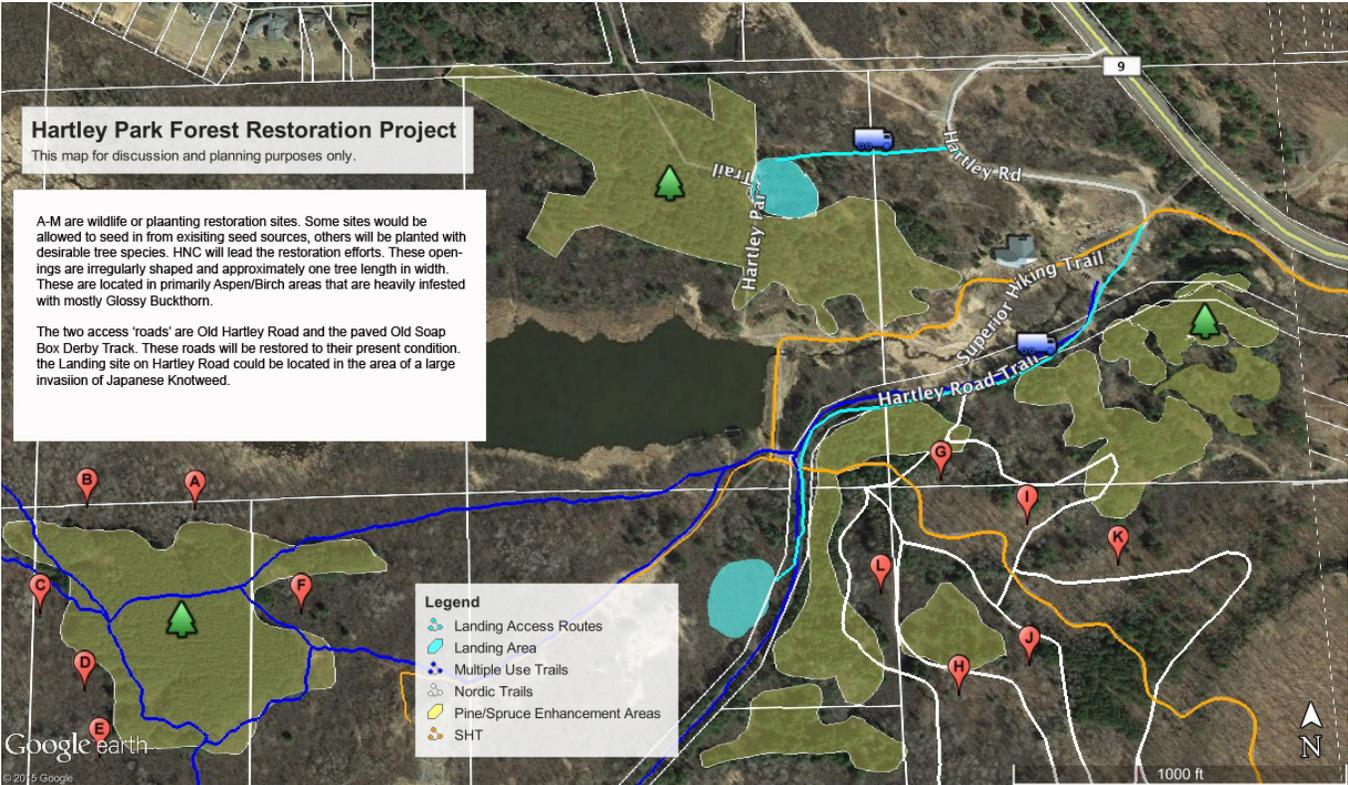
Aspen Stands: Group Selection-Wildlife Enhancement & Restoration Harvests ; \sim eight (8) to fourteen (14) scattered semi-circular $\sim 1/2$ acre patches; harvest an $\sim 80'$ radius around the painted and flagged center tree (TBD); reserve the center tree and scattered designated trees as possible; harvest all designated merchantable timber and run over un-merchantable stems within each harvest area or as designated by the Seller's Agent; the site objectives are to naturally regenerate a diversity of species within these areas in order to enhance forest health and wildlife habitat and woodland diversity and also to create areas for restoration plantings of suitable native species.

Currently, actual trees and areas to be harvested are not marked; the Seller's Agent will work with the successful bidder on the actual trees and areas that will be harvested.

Note: see the map on the next page for preferred access routes and landing areas



Map is for planning and discussion purposes only. Seller and Seller's Agent will work with successful Buyer/Purchaser to determine exact locations.



AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ___ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal Tax return)